

Deutsche Bank National Trust Company,  
Trustee Pooling and Servicing Agreement Dated  
as of June 1, 2007 Securitized Asset Backed  
Receivables LLC Trust 2007-BR5 Mortgage  
Pass-Through Certificates, Series 2007-BR5

y.

District Judge Gary Feinerman

Maria L. Sanchez, Otilio R. Sanchez, Mortgage )  
Electronic Registration Systems, Inc. as )  
nominee for New Century Mortgage )  
Corporation, )

Defendants.

Defendants Maria L. Sanchez and Otilio R. Sanchez (“Defendants”), by their attorney, Bradley B. Falkof of Barnes & Thornburg LLP, hereby move this Honorable Court to enter a consent judgment in this case in the form proposed by Defendants. In support of their motion, Defendants state as follows:

2. Plaintiff filed a motion for summary judgment on October 6, 2011. Since that time, the parties have been in settlement discussions.

3. Defendants wish to resolve this matter without the need for further briefing, and have reached a settlement with Plaintiff, Deutsche Bank National Trust Company, Trustee Pooling and Servicing Agreement Dated as of June 1, 2007 Securitized Asset Backed Receivables LLC Trust 2007-BR5 Mortgage Pass-Through Certificates, Series 2007-BR5 (“Deutsche Bank”).

4. The one remaining issue is the treatment of the mortgage and note held by co-defendant and junior mortgagee. Mortgage Electronic Systems, Inc., as nominee for New Century Mortgage Corporation (“MERS”).

5. Deutsche Bank and Defendants have reached an agreement in principle with respect to the terms of the foreclosure. Defendants agree to surrender their home and consent to a judgment of foreclosure, and Deutsche Bank agrees to stay execution of the order for possession, until June 30, 2012, and further agrees to waive any right to a deficiency judgment against Defendants. This agreement leaves open the issue of the mortgage and note held by Defendant MERS, which has neither filed an appearance nor responded to Defendants’ counsel’s attempts to contact it and negotiate a resolution.

6. Although MERS has been validly served in this action, it has done nothing to assert any right or interest that it may have in the subject property or against Maria and Otilio Sanchez.

7. Defendants have requested that Deutsche Bank agree to language in the proposed consent judgment (*see* Exhibit 1, at 5) that would discharge Defendants’ obligations to MERS under the mortgage and note. Deutsche Bank’s counsel, however, has stated that he does not believe that Deutsche Bank has the authority to agree to Defendants’ proposed language.

8. The treatment of Defendants' obligation to MERS is the only issue that remains unresolved in this action. Defendants request that this Court adjudicate that MERS' failure to plead or otherwise participate in this action gives this Court authority to discharge Defendants' obligations under the second mortgage and note held by MERS, as nominee for New Century Corp. Defendants have attached as Exhibits two proposed forms of judgment, and stipulate that they agree to be bound by whichever form of consent judgment this Court determines is appropriate. Exhibit 1 includes proposed language discharging Defendants' obligations to MERS, whereas Exhibit 2 is identical except that it omits this language.

WHEREFORE, Defendants, Maria L. Sanchez and Otilio R. Sanchez, request that this Court grant Defendants' Motion and enter a consent judgment in the format attached hereto as Exhibit 1, in addition to such other and further relief as this Court deems fair and just.

Respectfully Submitted,

/s/ Bradley B. Falkof  
Attorney for Defendants Maria L. Sanchez  
and Otilio R. Sanchez

Bradley B. Falkof  
BARNES & THORNBURG LLP  
1 North Wacker Drive  
Suite 4400  
Chicago, Illinois 60606  
Telephone: (312) 357-1313  
Fax: (312) 759-5646  
bfalkof@btlaw.com